CERTIFIED TRUE COPY
I hereby certify that this is a true and exact copy of the original document
Certified by _____
this 26 day of February, 2026

šxʷq̓ʷaɬtəɬtən- A Rights Recognition Agreement

between

His Majesty the King in Right of Canada

and

Musqueam Indian Band

šxʷq̓ʷaɬtəɬtən - A Rights Recognition Agreement

This Agreement is made the 20 day of February, 2026

BETWEEN:

MUSQUEAM INDIAN BAND,
a band, within the meaning of the *Indian* Act, as represented by its Chief and Council and having an office at 6735 Salish Drive, Vancouver, BC V6N 4C4
("**Musqueam**" or "xʷməθkʷəy̓əm")

AND:

HIS MAJESTY THE KING IN RIGHT OF CANADA
as represented by:
the Minister of Crown-Indigenous Relations ("**Canada**")

(collectively, "the **Parties**")

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"Our Ancestors' Ways Continue" – The Musqueam Narrative

A. We the xʷməθkʷəẏəm ("Musqueam") people are hən̓q̓əmiṅəm̓-speaking, the downriver dialect of a three-dialect language. We are descendants of people who lived in the xʷməθkʷəẏəm homeland, territory and waterways spanning from the North Shore Mountains through the Fraser River Delta with historic winter villages, named sites, transformer sites, camp sites, spiritual use, and harvesting areas along English Bay, Burrard Inlet and the lower reaches of the Fraser River. With well over *8,000 years of history*, from a time Musqueam oral history depicts as when the Fraser delta was only water, our people have developed intimate knowledge of the lands, watersheds, islands, waters including reefs, tidal flats and resources. With this extensive depth of history we affirm that, wə yaθ ct ṁə ʔi ʔə tə ʔi ṅa təməxʷ ("we have always been here").

B. Today, our main village site is located on Musqueam Indian Reserve No. 2, across from Sea Island. Other Musqueam village sites and named places in our territory include xʷməlc̓θən (Capilano River), c̓əsnaʔəm (adjacent to Sea Island at Marpole), sqʷsaθən (Sea Island IR #3), q̓ʷeyaʔχʷ (Garry Point at Steveston), qiqéyt (at New Westminster), x̌əqtinəs (in Richmond), šxʷɬic̓əm (at Canoe Pass), sɬχil̓əx (Siwash Rock in Stanley Park), səlil̓wətaʔɬ (at the mouth of Indian River). In addition to those named sites, there are well-over 120+ interconnected place names within and beyond the Musqueam territory which serve as storehouses for snəẇeyəɬ (teachings received since childhood) and place-based knowledge and speak to the use of our territory at large.

C. Our territory, the geographic region of which has not changed since its depiction in the Musqueam Declaration of 1976, is intrinsic to our culture and language. Musqueam's intimate understanding and connection to the lands and resources has occurred generation after generation since our inception as a people. Our language and culture are inextricably tied to our homeland and territory. It's where our people lived, fished, harvested, hunted and secured all the necessities of life. As derived from orally transmitted knowledge of xʷməθkʷəẏəm homeland, territory and names spread over and across several millennia. It's important to note that physical manifestations identified in our oral histories find support in western science.

D. Musqueam culture and governance are knotted together and cannot be separated.

sq̓iq̓əs ṁə kʷ stəʔe ʔə tθeʔ ʔiʔ sk̓ʷey kʷ s xʷəsθəlθəleq, tə šxʷməθkʷəẏəmaʔɬ ɬeq̓ ʔiʔ.

E. Governing our relationship to our territory is our snəẇeyəɬ and šxʷtəhiṁ (our manners and customs), the fundamental underpinnings of our Musqueam legal

framework. Our snəẇeyəɬ consist of teachings we receive and implement from birth until death and beyond. snəẇeyəɬ is also the foundation of our distinctive social structure, governance, decision-making and legal system, all of which, like our nation itself, has existed since time immemorial.

F. These teachings contain our legal system, histories, genealogies, family-specific teachings, moral instructions, and all other knowledge - the totality of advice and instruction received since childhood. The core of our teachings also extends to the stewardship of our lands and waters, and reflects all of our snəẇeyəɬ - the entire body of xʷməθkʷəy̓əm teachings that ground who we are as xʷməθkʷəy̓əm.

G. To varying degrees of success, external academics and others have attempted to identify, understand and interpret these fundamental underpinnings. Yet, Musqueam has consistently maintained and implemented our sacred laws and teachings throughout history, including our ceremonies which are alive and thriving to this day. Musqueam laws and legal orders, grounded in our snəẇeyəɬ now exist alongside and independently of Canada's legal system. Musqueam holds firm that legal pluralism is not frozen in time and must be reflected as such, now and as a part of our future as we work toward building external partnerships.

H. Guided by our snəẇeyəɬ, historically and today, we protect our territory and preserve our land-based culture, through the exercise of our laws to steward, control and limit the use of our lands, seas, waters and resources in our territory, including from harvesting and over-harvesting of resources. Our snəẇeyəɬ includes features known today as sustainability, as reflected in our Musqueam Declaration which states that Musqueam people intend "to restore to our own use sufficient traditional resources to enable us and our descendants to live as distinct and independent people in our own land."

I. Further, our laws and legal orders also inform our approach to ancient and complex relationships with our Indigenous neighbours and provide mechanisms and processes to resolve disputes and allow for shared access, where appropriate, of Musqueam resources.

J. Our legal tradition addressed key principles such as permissible access and presence in the territory and mechanisms to address uninvited or unwelcomed people (known as trespassers in the modern-context). We have consistently protected and governed access to our territory and resources throughout our history.

K. On the other end of the spectrum, when access and presence is approved, we honour and uphold our core legal principle, náća?mat ct (we are all of one heart and mind). This core law means that we are working together in the spirit of collaboration and co-existence. Traditionally, pursuant to our laws, inter-community marriages and kinship

ties resulted in reciprocal responsibilities and potential access to each other's resources for a period of time and specific purpose. This fundamental core legal principles is grounded in the concept that we have responsibilities and respect not just to ourselves but to our relations and guests, territory and resources, ancestors and generations yet to come and interrelationships between them.

L. In a modern-context, Musqueam rights to land and to our laws and legal orders are constitutionally recognized and affirmed in Canada's Constitution Act, 1982. Parallels of such rights are also featured in international law, through mechanisms including, but not limited to the universally supported United Nations Declaration on the Rights of Indigenous Peoples.

M. At great investment, Musqueam has pursued various avenues to secure recognition of its rights. The Supreme Court of Canada (SCC) has recognized and determined that Aboriginal title is an inherent right and a legal interest in land and includes a jurisdictional and inescapable economic component and the right to participate in decisions about the use and development of territory. Musqueam's Aboriginal title has not been extinguished. It is Musqueam's inherent rights and title which serve as the foundation for arrangements that seek to support a sustainable, modern Musqueam economy that reflects the economic component of Musqueam rights.

N. Musqueam has a long-standing history of successfully entering into and maintaining arrangements with various levels of governments, Crown corporations and industry partners based upon Musqueam's inherent title and rights and the core principle of náċaʔmat ct. Such arrangements represent a clear demonstration of Musqueam's proven and ongoing ability to implement our inherent rights and jurisdiction within Musqueam territory and to beneficially contribute to the economic and social fabric of Canada.

O. For a long time we, Musqueam and Canada, misunderstood each other. We are all one and we are here to stay. It was impossible for this misunderstanding to go on. We wanted to reach a mutual understanding and that is why we gathered together to make an informed decision.

wəȟan wəɬhiθ ṁə ḵʷ s qʷiχʷtəl̓ ct, xʷməθkʷəy̓əm ʔiʔ Canada. náċaʔmat ct ʔiʔ wəʔi ct. sḵʷey ḵʷ s niʔs yəʔeːy̓ ḵʷ s qʷiχʷtəl̓ ct. ƛ̓iʔ ct ṁə wəq̓ʷal̓təl̓ ʔiʔ ƛ̓a kʷə šxniʔs wəqpəθət ʔiʔ χect ct.

P. In the spirit of reconciliation and consistent with the principle of nəċáʔmat ct, Musqueam will continue to work collaboratively with Canada to further our mutual interests to transform conflict and injustice, to create partnerships in the spirit of unity, with the aim of developing processes for shared decision-making, revenue and benefit sharing, and dispute resolution.

PREAMBLE

WHEREAS

A. The xʷməθkʷəy̓əm people ("Musqueam") are hən̓q̓əmin̓əm̓-speaking, the downriver dialect of a three-dialect language.

B. In its 1976 Declaration, Musqueam describes šxʷtəl̓a :wməxʷ ʔə ƛ̓ xʷməθkʷəy̓əm (Musqueam's native/ancestral place), as the lands, lakes and streams defined and included by a line commencing at Harvey Creek in the Howe Sound and proceeding Eastward to the height of land and continuing on the height of land around the entire watershed draining into English Bay, Burrard Inlet and Indian Arm; South along the height of land between Coquitlam River and Brunette River to the Fraser River, across to the South of left bank of the main stream and the South Arm to the sea, including all those intervening lands, islands and waters back along the sea shore to Harvey Creek, and the sea, its reefs, flats, tidal lands and islands adjacent to the above described land and out to the centre of the Straight of Georgia.

C. It is Musqueam's view that through its kinship ties, Musqueam accessed and utilized the Salish Sea and adjacent lands and waterways, extending up the Fraser River to the Fraser Canyon and adjacent lands and waterways.

D. Musqueam has unextinguished Rights and Title within the Musqueam Territory. Musqueam has and continues to exercise Rights and Title within its traditional territory. The existence of Musqueam's unextinguished Rights and Title within Musqueam Territory is not contingent on recognition by court declaration or any agreement.

E. Section 35(1) of the Constitution Act, 1982 recognizes and affirms the existing Rights and Title of the Aboriginal peoples of Canada and reconciliation is about establishing and maintaining a mutually respectful relationship between Aboriginal and non-Aboriginal peoples.

F. The Parties acknowledge that Aboriginal case law, including Sparrow and Guerin, is important in confirming the law in respect of Aboriginal rights, including the constitutional principle of honour of the Crown which includes good faith in all dealings with Aboriginal peoples and that case law on Aboriginal title, including *Delgamuukw*, confirms that lands held pursuant to Aboriginal title have an inescapable economic component and other attributes.

G. It is Musqueam's view that the imposition of colonial structures, including the impacts of the *Indian Act* regime, has caused deep harm and damaging generational impacts to Musqueam culture, heritage and language. This has contributed to, among other

things, unacceptable socio-economic gaps and significant losses to the Musqueam's way of life.

H. Musqueam have maintained their unique culture and identity through their oral traditions, spiritual beliefs, language and its relationship to land and resources in spite of adversity, which is a testament to the strength and resiliency of the Musqueam people.

I. The Parties acknowledge that the preservation, protection, use, and development and transmission of the həńqəmiṅəm̓ language and of Musqueam culture, practices, traditions, ceremonies and knowledge to present and future generations is integral to cultural continuity.

J. The Parties wish to continue moving beyond historic legacies of Crown denial, unilateralism and the Doctrine of Discovery to a new nation-to-nation, government-to-government relationship based on the recognition of rights, reconciliation, respect, co-operation and partnership as the foundation for transformative change.

K. Musqueam affirm that its legal system, grounded in its snəẇeyəɬ and šxʷtəhiṁ (manners and customs), has been transmitted from one generation to the next since time immemorial. As a result, Musqueam has maintained intimate understanding and knowledge of, and connection to, lands, water, and resources in xʷməθkʷəy̓əm territory. The core of these teachings is to steward, protect, and preserve lands, waters and resources, as expressed in the vision:

> We, the Musqueam, will work together to take care of our territory so the following generations will know how to be self-reliant. We will remember our own history and as well, use our traditional teachings to take care of everyone and everything on this earth.
>
> c̓ɬhi:yay̓əstəl̓ ct tə ɬniməɬ xʷməθkʷəy̓əm k̓ʷ s xaʔɬəmət ct tə sʔa:nɬ təməxʷ. stəʔe ʔə tθeʔ wə ɬəq̓əlləxʷəs ʔal̓ kʷθə m̓is yəʔey̓əqtal̓xʷ wə scəkʷələməxəs kʷθə nəxʷskʷəyχθət. nəʔeməstəxʷ ct ceʔ kʷθə sʔa:nɬ syəθ ʔiʔ ƛ̓əw haʔkʷəx tə snəẇeyəɬ k̓ʷ s xaʔɬəmət ct kʷθə mək̓ʷ wet ʔiʔ kʷθə mək̓ʷ stem.

L. Musqueam affirm that a core principle of Musqueam law is nác̓aʔmat ct the Musqueam teaching which means "we are all one." With this in mind, Musqueam works in the spirit of collaboration and co-existence through various partnerships and has proven its capacity as an informed and reliable partner.

M. Canada has committed to implementing the Truth and Reconciliation Commission's 94 Calls to Action, adopted the 2019 Recognition and Implementation of Rights Policy,

and the Principles Respecting the Government of Canada's relationship with Indigenous peoples.

N. The Truth and Reconciliation Commission has recommended that the UN Declaration serve as a framework for reconciliation.

O. Canada has endorsed the UN Declaration in its entirety without qualification, has enacted the United Nations Declaration on the Rights of Indigenous Peoples Act, and has committed to fully and effectively implement the UN Declaration in a manner consistent with the Constitution Act, 1982 and take effective measures to achieve the objectives of the UN Declaration.

P. The preamble to the *United Nations Declaration on the Rights of Indigenous Peoples Act* includes acknowledgements that:

i. First Nations, Inuit and the Métis Nation have, throughout history and to this day, lived in the lands that are now in Canada with their distinct identities, cultures and ways of life;

ii. Indigenous peoples have suffered historic injustices as a result of, among other things, colonization and dispossession of their lands, territories and resources;

iii. There is an urgent need to respect and promote the rights of Indigenous peoples affirmed in treaties, agreements and other constructive arrangements, and those treaties, agreements and arrangements can contribute to the implementation of the Declaration, and

iv. The rights and principles affirmed in the Declaration constitute the minimum standards for the survival, dignity and well-being of Indigenous peoples of the world, and must be implemented in Canada.

Q. It is the intention of the Parties that this Agreement contribute to the implementation of the UN Declaration.

R. In 2017, Musqueam and the federal ministers representing CIRNAC, DFO, NRCAN, and TC, on behalf of the Government of Canada signed the *Framework for the Recognition and Implementation of Musqueam Rights and Title* (Framework Agreement) which provided a foundation and stepping-stone for the incremental implementation of Musqueam's Rights and Title and identified priority topics. The following year, the November 5, 2018 term sheets set out Musqueam's initial vision for incrementally implementing Musqueam's Section 35 Rights within their territory. In 2019, the Parties started to negotiate Incremental Implementation Measures based on the

priority topics. These negotiations culminated in the conclusion of the Incremental Implementation Agreements.

S. This šxʷq̓ʷalt̓alt̓ən sets out Fundamental Principles, General Provisions, and procedures for guiding and facilitating the Incremental Implementation Measures and Future Discussions and Negotiations.

T. Musqueam affirms that this šxʷq̓ʷalt̓alt̓ən restores life to the Rights and Title of Musqueam.

U. niʔ hən̓cawəyast tə ʔi n̓a šxʷq̓ʷalt̓alt̓ən tə šxʷməθkʷəy̓əmaʔɬ Rights ʔiʔ Title.

V. This šxʷq̓ʷalt̓alt̓ən honours and respects Musqueam and supports the transformative change that is required.

W. The Parties are committed to continuing transformative change including through the Incremental Implementation Agreements, and Future Discussions and Negotiations.

IN CONSIDERATION of the mutual agreements contained in this Agreement and other good and valuable consideration, the Parties acknowledge and agree as follows:

PART 1
DEFINITIONS AND INTERPRETATION

1.1 In this Agreement and the Preamble:

"Agreement" or *"šxʷq̓ʷalt̓alt̓ən"* means this *Tool By Which We Reach A Mutual Understanding* Rights Recognition Agreement;

"Communication" means a communication between the Parties as provided for in this Agreement and includes a notice, document, request, response, approval, authorization, confirmation or consent;

"Future Discussions and Negotiations" means the process described in Part 7;

"Incremental Implementation Agreement" means any agreement or other arrangement entered into between the Parties that sets out the specific terms and conditions for any Incremental Implementation Measure as listed in Annex A as may be amended from time to time;

"Incremental Implementation Measures" means any measure between Canada and Musqueam to incrementally implement Musqueam's Rights and Title within Musqueam Territory;

"hən̓q̓əmin̓əm̓" is the language spoken by Musqueam;

"Musqueam Member" means a member of the Musqueam Indian Band and following any change in the entity by which Musqueam chooses to govern itself, a member or citizen of any entity that is a successor to the Musqueam Indian Band;

"Musqueam Territory" means the lands, lakes and streams defined and included by a line commencing at Harvey Creek in the Howe Sound and proceeding Eastward to the height of land and continuing on the height of land around the entire watershed draining into English Bay, Burrard Inlet and Indian Arm; South along the height of land between Coquitlam River and Brunette River to the Fraser River, across to the South of left bank of the main stream and the South Arm to the sea, including all those intervening lands, islands and waters back along the sea shore to Harvey Creek, and the sea, its reefs, flats, tidal lands and islands adjacent to the above described land and out to the centre of the Straight of Georgia;

"Secondary Use Area" means the portions of the Salish Sea and adjacent lands and waterways, extending up the Fraser River to the Fraser Canyon and adjacent lands and waterways that fall within the territorial boundaries of Canada;

"Rights and Title" means the existing Aboriginal and treaty rights recognized and affirmed by section 35 of the *Constitution Act*, 1982 and, for greater certainty, includes Aboriginal title and self-government rights; and

"UN Declaration" means the United Nations Declaration on the Rights of Indigenous Peoples that was adopted by the General Assembly of the United Nations as General Assembly Resolution 61/295 on September 13, 2007.

Use of hən̓q̓əmin̓əm̓

1.2 hən̓q̓əmin̓əm̓ is nuance- and context-specific, and, accordingly, hən̓q̓əmin̓əm̓ translations of English terms and English translations of hən̓q̓əmin̓əm̓ terms are provided for the purposes of this Agreement only, and are not intended in any way to define, limit, alter or enlarge the scope or meaning of hən̓q̓əmin̓əm̓ terms outside of this Agreement.

1.3 For greater certainty, English translations of hən̓q̓əmin̓əm̓ terms can be relied upon for the purposes of this Agreement.

PART 2
PURPOSE

2.1 The purposes of this Agreement are to:

(a) recognize Musqueam's Rights and Title within Musqueam Territory;

(b) demonstrate progress in incrementally implementing Musqueam's Rights and Title;

(c) contribute to the implementation of the UN Declaration;

(d) provide a foundation for reconciliation and an ongoing mutually beneficial relationship taking into account Musqueam's and Canada's interests;

(e) set out Fundamental Principles, General Provisions, and procedures to guide and facilitate the Incremental Implementation Agreements; and

(f) to guide Future Discussions and Negotiations of potential future Incremental Implementation Measures

based on a new nation-to-nation, government-to-government approach and in accordance with Canada's commitment to implement the UN Declaration through measures developed cooperatively with Indigenous peoples, including Musqueam.

PART 3
FUNDAMENTAL PRINCIPLES

3.1 In implementing this Agreement and Incremental Implementation Agreements, the Parties will be guided by the following principles:

(a) Musqueam has Rights and Title within the Musqueam Territory.

(b) The teaching náća?mat ct - the Musqueam core legal principle which means "we are all one." In the context of this Agreement including Future Discussions and Negotiations, this means that we are working together in the spirit of collaboration and co-existence.

(c) For greater certainty, the Parties recognize and agree that the rights and principles affirmed in UN Declaration are described as constituting the minimum standards for the survival, dignity and well-being of Indigenous peoples, including Musqueam.

(d) The Parties agree that the overall fiduciary relationship between the Parties shall continue as circumstances dictate; and that as the Incremental Implementation Agreements come into effect, the fiduciary obligations of Canada to Musqueam shall be as determined by the jurisprudence respecting fiduciary relationships and fiduciary obligations.

(e) The implementation of this Agreement and the Incremental Implementation Agreements is a shared responsibility that requires an effective nation-to-nation relationship.

(f) The Parties agree that they shall act in good faith in the implementation of this living Agreement.

(g) This Agreement shall be implemented in a manner that upholds the honour of the Crown.

(h) The Government of Canada as a whole is accountable for its obligations as set out in this Agreement.

(i) The Parties recognize and acknowledge that advancing the recognition and implementation of Musqueam's Rights and Title is an ongoing process that will be pursued through a nation-to-nation relationship between Musqueam and Canada where future phases are aligned in the spirit of cooperative federalism.

PART 4
DISPUTE RESOLUTION

General Rules

4.1 Following Musqueam's sniẇ (teachings and legal traditions), including the teachings of náćaʔmat ct (we are all one), ya:y̓əstəl̓ (working together) and q̓ʷal̓təl̓ (putting aside our differences in favour of collaboration and co-existence), the Parties share these goals:

(a) to cooperate with each other to develop harmonious working relationships;

(b) to make best efforts to prevent or minimize disputes;

(c) to identify disputes quickly and concisely; and

(d) to resolve disputes in the most collaborative, informal and cost-effective manner possible.

4.2 The Parties shall use the procedures set out in this Part to resolve disputes:

(a) relating to the interpretation, application or implementation of this Agreement or of any Incremental Implementation Agreement that provides for the application of this Part;

(b) relating to a breach or anticipated breach of this Agreement;

(c) relating to the interpretation, application or implementation of any Incremental Implementation Agreement that provides for the application of this Part to disputes relating to that agreement; or

(d) as otherwise agreed to by the Parties.

4.3 In relation to the procedures under this Part, the Parties agree:

(a) to bear their own costs and to share equally the common costs for mediation, Alternative Process and arbitration;

(b) to keep confidential all discussions, negotiations and proceedings and all information and documents shared in confidence;

(c) that they may, by agreement, vary any procedural requirement as it applies to a particular dispute; and

(d) that any mediator appointed under section 4.9(b) or section 4.9(c) or arbitrator appointed under section 4.11(b):

(i) shall be qualified to act in their appointed capacity, free from any conflict of interest, and

(ii) preferably, will have knowledge of, or experience in, the subject matter or issues.

4.4 The Parties intend that most disputes will be resolved through informal discussions between the Parties without progressing to the stages set out in section 4.5.

4.5 Disputes not resolved through informal discussions shall progress through the following stages until resolved:

(a) stage one: formal unassisted negotiations to resolve the dispute;

(b) stage two: structured efforts to resolve a dispute through mediation, Alternative Process or neutral evaluation; and

(c) stage three: final adjudication of a dispute by arbitration or litigation.

4.6 No Party may refer a dispute to litigation without first completing stages one and two as set out in this Part.

4.7 Nothing in this Part prevents a Party from commencing arbitral or judicial proceedings at any time:

(a) to prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or

(b) to obtain interlocutory or interim relief that is otherwise available pending resolution of the dispute in accordance with this Part.

Stage One: Formal Unassisted Negotiations

4.8 Where a dispute is not resolved by informal discussions, the dispute may proceed to stage one for resolution as follows:

(a) either Party may give notice to the other Party, which notice shall include a summary of the dispute and the efforts made to resolve it and the senior official with appropriate authority designated to act as the Party's representative;

(b) within 21 days of receiving notice under section 4.8(a), the recipient Party shall notify the other Party of the senior official with appropriate authority designated to act as its representative;

(c) within 21 days of notice being given under section 4.8(b), the designated officials shall meet and enter into stage one formal unassisted negotiations concerning the dispute; and

(d) no less than 60 days after notice is given under section 4.8(a), either Party may, by giving notice to the other Party, terminate stage one, and the dispute may proceed to stage two.

Stage Two: Mediation

4.9 Where formal negotiations are terminated under section 4.8(d), the dispute may proceed to mediation for resolution as follows:

(a) within 60 days of notice being given under section 4.8(d), either Party may trigger mediation by giving notice to the other Party;

(b) within 30 days of a Party giving notice under section 4.9(a), the Parties shall select a mediator;

(c) if the Parties do not agree on a mediator under section 4.9(b), each Party shall appoint a mediator, and the mediators appointed by the Parties shall, within 45 days of mediation being triggered under paragraph (a), jointly select the mediator who shall hear the dispute;

(d) the Parties shall commence mediation as soon as practicable after the appointment of a mediator under section 4.9(b) or section 4.9(c); and

(e) no less than 90 days after the first mediation session, either Party may, by giving notice to the other Party, terminate mediation, and the dispute may proceed to stage three.

Stage Two: Alternative Process

4.10 Despite section 4.9, if formal negotiations are terminated under section 4.8(d), the Parties may, within 60 days, agree to use an Alternative Process that shall commence, proceed and terminate as agreed to by the Parties.

Stage Three: Final Adjudication by Arbitration or Litigation

4.11 Where stage two is terminated under section 4.9(e) or section 4.10, the dispute may proceed to stage three for resolution as follows:

(a) the Parties may agree to refer the dispute to arbitration for final and binding resolution by jointly appointing a sole arbitrator to hear the dispute; or

(b) where the Parties do not agree to refer the dispute to arbitration in accordance with section 4.11(a), within 60 days of the termination of stage two, either Party may commence litigation to resolve the dispute.

Alternative Process

4.12 Notwithstanding section 4.2, if Canada and Musqueam enter into an Incremental Implementation Agreement or other agreement that provides for a comprehensive process for resolving disputes, the Parties may agree to use that process to resolve a dispute as an alternative to the process set out in this Part.

PART 5
GENERAL PROVISIONS

Nature and Status of the Agreement

5.1 This Agreement does not constitute a treaty or lands claims agreements within the meaning of sections 25 or 35 of the *Constitution Act, 1982*.

5.2 This Agreement does not create, amend, define, establish, abrogate or derogate from Musqueam's Rights and Title.

5.3 This Agreement is to be construed as upholding Rights and Title, including Musqueam's Rights and Title, and not as abrogating or derogating from them.

5.4 Nothing in this Agreement or the Musqueam Narrative shall be construed as prejudicing, limiting or restricting either Party's position with respect to Rights and Title, including the nature, scope or content or geographic extent of Musqueam's Rights and Title or the geographic extent of Musqueam Territory or the Secondary Use Area.

5.5 This Agreement is without prejudice to the resolution of Musqueam's Rights and Title through negotiation or other processes.

5.6 The Musqueam Narrative, xʷən yəʔeːẏ tə šxʷtəhiṁs kʷθə syəẇeṅəɬ ct "Our Ancestors' Ways Continue" attached to this Agreement sets out Musqueam's perspective in Musqueam's voice and informs Musqueam's approach to their dealings with the Crown.

Other Programs

5.7 Nothing in this Agreement prevents Musqueam or Musqueam Members from being eligible to participate in and benefit from any federal programs or services in accordance with criteria established for such programs or services from time to time, to the extent that Musqueam has not assumed responsibility for the provision of a similar program or service under an agreement with Canada.

5.8 Musqueam Members who are Canadian citizens or permanent residents of Canada shall continue to be entitled to all of the rights and benefits of all other Canadian citizens or permanent residents of Canada applicable to them from time to time.

5.9 Nothing in this Agreement or its implementation will be interpreted as or is intended to preclude the Parties from engaging in other reconciliation-related processes,

discussions, negotiations, arrangements or agreements in accordance with the applicable criteria, policies and terms as applicable from time to time.

Other Aboriginal People

5.10 Nothing in this Agreement recognizes any Rights and Title for any Aboriginal people other than Musqueam or affects any Rights and Title of such other Aboriginal people.

Representations & Warranties

5.11 Musqueam represents and warrants to Canada with the intent and understanding that these representations and warranties will be relied upon by Canada in entering into this agreement, that:

(a) it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of all Musqueam Members;

(b) it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of all Musqueam Members; and

(c) this Agreement is valid and is a binding obligation of Musqueam.

5.12 Canada represents and warrants to Musqueam, with the intent and understanding these representations and warranties will be relied on by Musqueam in entering into this Agreement, that:

(a) it has the authority to enter into this Agreement;

(b) it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement; and

(c) this Agreement is a valid and binding obligation of Canada.

No Admission

5.13 Nothing in this Agreement or the Musqueam Narrative will be construed as:

(a) an admission of any fact or liability including in relation to any claims relating to Rights and Title or alleged past or adverse impacts;

(b) changing or affecting the positions either of the Parties have, or may have, regarding its jurisdiction, responsibilities or decision-making authority;

(c) in any way limiting the position either Party may take in any negotiations or in a any legal proceeding except as expressly contemplated in this Agreement.

Interpretation

5.14 There is no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any particular Party.

5.15 In this Agreement:

(a) unless it is otherwise clear from the context, the use of the word "including" means "including, but not limited to", and the use of the word "includes" means "includes, but is not limited to";

(b) unless it is otherwise clear from the context, a reference to a "Part" or "section" or "paragraph" means a Part or section or paragraph of this Agreement;

(c) headings and subheading are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provisions of this Agreement;

(d) unless it is otherwise clear from the context, the use of the singular includes the plural and the use of the plural includes the singular;

(e) the word "shall" denotes an obligation that, unless this Agreement provides otherwise, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation; and

(f) the words "agreed to" means agreed to in writing and executed by the Parties unless otherwise specified.

Information-sharing/confidentiality

5.16 The Parties may enter into agreements in respect of any one or more of the collection, protection, retention, use, disclosure and confidentiality of personal, general or other information.

5.17 The Parties may provide each other with documents and other records in confidence and such information will be protected from disclosure as provided for under federal law or Musqueam law as applicable at the applicable time.

Freedom of Information and Privacy

5.18 Notwithstanding any other provision of this Agreement:

(a) Canada is not required to disclose any information that it is required to withhold under any federal law;

(b) if federal law allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada is not required to disclose that information unless those conditions are satisfied; and

(c) the Parties are not required to disclose any information that may be withheld under a privilege at law or under sections 37 to 39 of the *Canada Evidence Act*.

Entire Agreement

5.19 This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right, or obligation affecting this Agreement.

No Implied Waiver

5.20 Any waiver of:

(a) a provision of this Agreement;

(b) the performance by a Party of an obligation under this Agreement; or

(c) a default by a Party of an obligation under this Agreement;

will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

Assignment, Successorship, and Enurement

5.21 Unless otherwise agreed to by the Parties, this Agreement may not be assigned either in whole or in part by any Party.

5.22 This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted successors.

Validity

5.23 If any part of this Agreement is determined to be void or unenforceable at law:

(a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and

(b) the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

Severability

5.24 Any provision of this Agreement which is prohibited or unenforceable in whole or in part shall be ineffective to the extent of such prohibition and unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.

Amendments

5.25 The Agreement will be amended or terminated as agreed to by the Parties.

Agreement is Binding

5.26 As of the Signing Date, this Agreement is binding on the Parties and the Parties are entitled to rely on this Agreement.

Appropriations

5.27 Any funding commitment under any Incremental Implementation Agreement will be subject to an appropriation of funds by Parliament in respect of the year in which the funding under the Incremental Implementation Agreement is to be paid.

Execution in counterparts

5.28 This Agreement may be executed in counterparts by original or electronic signature. Each signature shall be deemed to be an original signature and all executed documents together shall constitute one and the same document.

5.29 A signed counterpart may be delivered to the other Party by electronic transmission. An "electronic signature" includes electronically scanned and transmitted versions of

an original signature. Signed counterparts held by a Party, taken together, will constitute one and the same instrument.

Notice

5.30 Unless otherwise set out in this Agreement, a Communication shall be in writing and delivered:

(a) personally or by courier;

(b) by email;

(c) by mail using a method for which confirmation of delivery is provided; or

(d) by any other means as agreed by the Parties.

5.31 A Communication is considered to have been given, made or delivered, and received at the start of the next business day after it is delivered to the applicable Party or to the address provided by the applicable Party.

5.32 The Parties will provide to each other addresses for delivery of communications under this Agreement and, in accordance with section 5.33, will deliver a communication to the address provided by each other Party.

5.33 A Party may change its contact information by giving notice of the change to the other Party.

5.34 If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered, or mailed to the address of the intended recipient as set out below:

For Canada:

Attention: Minister Crown-Indigenous Relations and Northern Affairs
10 Wellington Street
Gatineau, Quebec
K1A 0H4

For Musqueam:

Attention: Chief and Council
6735 Salish Drive
Vancouver, British Columbia
V6N 4C4

PART 6
INCREMENTAL IMPLEMENTATION MEASURES

6.1 Incremental Implementation Measures contribute to the incremental implementation of Musqueam's Rights and Title and reconciliation of Federal and Musqueam interests within Musqueam Territory and the Secondary Use Area.

6.2 Any Incremental Implementation Measure will be implemented through one or more Incremental Implementation Agreements setting out the terms and conditions for the specific Incremental Implementation Measure including funding arrangements and the specific federal departments that are parties to the Incremental Implementation Agreement.

6.3 Incremental Implementation Agreements are separate from each other and do not form part of this Agreement.

6.4 The provisions of this Agreement may apply to, and be incorporated by reference into, an Incremental Implementation Agreement as set out in the Incremental Implementation Agreement.

6.5 In the event of a conflict or inconsistency between a provision of this Agreement and a provision of any Incremental Implementation Agreement, the provisions of the Incremental Implementation Agreement will prevail to the extent of the conflict or inconsistency.

PART 7
FUTURE DISCUSSIONS AND NEGOTIATIONS

7.1 The Parties acknowledge that further work is required to address and implement Musqueam's Rights and Title.

7.2 The purpose of this Part is to facilitate and guide the Parties in scoping discussions to identify potential Incremental Implementation Measures for negotiation to continue the transformative change achieved through this Agreement and the Incremental Implementation Agreements.

7.3 In scoping discussions either Party may propose subject matters for potential Incremental Implementation Measures related to Musqueam's Rights and Title based on its priorities and interests.

7.4 Scoping discussions will commence and end at such times and places as agreed to by the Parties.

7.5 The Parties agree that:

(a) scoping discussions under 7.3 are intended for the exchange of information and ideas only and will take place on a confidential and "without prejudice" basis in order to foster a discussion environment in which the Parties may freely bring their respective interests, of any kind, to the scoping discussions;

(b) there is no obligation on the part of either Party to agree, as a result of scoping discussions under 7.3, to move to the negotiations described in 7.6.

7.6 Where scoping discussions referred to in 7.3 to 7.5 result in the identification by the Parties on one or more topics for the negotiation of one or more potential Incremental Implementation Measures, Canada and Musqueam may seek mandates (specific authorities), if required, to negotiate the potential Incremental Implementation Measures.

7.7 Negotiations contemplated by 7.6 will be conditional on the Parties having the necessary authorities to negotiate the potential Incremental Implementation Measure(s), be conducted on a confidential and "without prejudice" basis.

7.8 For greater certainty, only an Incremental Implementation Agreement resulting from the successful conclusion of negotiations between the Parties will be binding.

7.9 For greater certainty, Part 7 will be guided by and implemented in accordance with this Agreement, including, for greater certainty, 3.1(f) and 3.1(g) of the Fundamental Principles.

7.10 Either Party may propose a process for scoping discussions or negotiations, including any existing processes or forum for reconciliation or negotiation.

7.11 Either Party may propose to the other Party to include other parties with relevant interests in scoping discussions or negotiations including the Government of British Columbia, a Crown Corporation, an Indigenous group or organization, or any private party. Both Parties must agree before any other party can be asked to be included.

7.12 The Parties acknowledge that federal funding supports the ability of Musqueam to participate in negotiations processes with Canada, including scoping discussions identified in 7.3 to 7.5.

(a) Federal funding is conditional and subject to the applicable policies, directives, and processes, and the required appropriation of funds by Parliament, and the signing of any associated funding agreement(s) outlining the nature of the funding and associated terms and conditions.

(b) The Parties will work together to develop joint workplan(s) in relation to funding and activities, subject to approvals by all Parties.

7.13 Either Party may unilaterally pause or terminate Part 7 or any scoping discussions or negotiations under Part 7:

(a) where a Party intends to provide notice, the Parties will meet to discuss that Party's interest in pause or termination;

(b) the Party will provide a written notice, setting out the rationale for the pause or termination at least 60 days before the date on which the pause or termination takes effect; and

(c) the other Party will be provided with a further opportunity to discuss the Party's interest in the pause or termination prior to the expiry of the period set out in 7.13(b).

7.14 For greater certainty, the Parties will act in good faith and Canada will act in a manner consistent with the Honour of the Crown in relation to the process described in 7.13 including in relation to any decision of a Party to pause or terminate contemplated by 7.13.

7.15 Any pause under 7.13 will remain in effect until the Parties agree on resuming.

7.16 For greater certainty, a pause or termination does not:

(a) affect the ability of the Parties to engage in other processes; or

(b) apply to or affect any other Part of this Agreement.

7.17 Part 4 Dispute Resolution does not apply to Part 7 Future Discussions and Negotiations.

IN WITNESS WHEREOF this Agreement once executed by all listed signatories below is hereby agreed to by the Parties as of the date first written above.

SIGNED in the presence of:

Joyce Linder, Elder

Witness as to the authorized signatory for Musqueam

Musqueam Indian Band

Chief Wayne Sparrow

Date Signed: Feb 20, 2026

SIGNED in the presence of:

Corey Jackson, Director of Negotiations

Witness as to the signature of the Minister of Crown-Indigenous Relations

HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the Minister of Crown-Indigenous Relations

The Honourable Rebecca Alty, P.C., M.P.

Date Signed: Feb 20, 2026

ANNEX A
INCREMENTAL IMPLEMENTATION AGREEMENTS

The Incremental Implementation Agreements means the following:

(a) the Revenue Sharing Agreement relating to the sharing of federal lease revenues from Vancouver International Airport (YVR) Airport between Musqueam and Canada (represented by the Minister of Transport Canada and the Minister of Crown Indigenous Relations) effective February 24, 2025;

(b) the xʷməθkʷəy̓əm Stewardship and Marine Management Agreement entered into between Musqueam and Canada (represented by the Minister of Fisheries, the Minister of Transport Canada, the Minister of Environment and Climate Change, the Minister of Defence, and the Minister of Crown Indigenous Relations) effective concurrently with the coming into effect of this Agreement; and

(c) the xʷməθkʷəy̓əm Fisheries Agreement between Musqueam and Canada (represented by the Minister of Fisheries) effective concurrently with this Agreement effective concurrently with the coming into effect of this Agreement.